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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 ESTATE OF RICARDO DIMITRI  
11 CENDEJAS; RICARDO CENDEJAS,  
12 SR.; MARIA TERESA PENALOZA;  
13 MARIA ISABEL CENDEJAS; V.C.  
14 (A Minor), and Y.C. (A Minor)  
through G.A.L. MARIA  
GUADALUPE MORALES DE  
CENDEJAS,

15 Plaintiffs,

16 vs.

17 COUNTY OF LOS ANGELES, a  
18 public entity; JUAN RODRIGUEZ;  
19 and DOES 2 through 10, individually  
20 and in their official capacity as deputy  
sheriffs for the Los Angeles County  
Sheriff's Department,

21 Defendants.

Case No. 2:18-cv-09560-GW-AFM

Honorable Alexander F. MacKinnon

**STIPULATED PROTECTIVE  
ORDER**

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23  
24 1. INTRODUCTION

25 1.1. Purposes and Limitations

26 The Parties represent that discovery in this action is likely to involve  
27 production of confidential, proprietary, or private information for which special  
28 protection from public disclosure and from use for any purpose other than

1 prosecuting this litigation may be warranted, and seek the following Protective  
2 Order. This sought Order does not confer blanket protections on all disclosures or  
3 responses to discovery. The protection it affords from public disclosure and use  
4 extends only to the limited information or items that are entitled to confidential  
5 treatment under the applicable legal principles. Further, as set forth in Section 12.3,  
6 below, this Protective Order does not entitle the Parties to file confidential  
7 information under seal. Rather, when the Parties seek permission from the court to  
8 file material under seal, the Parties must comply with Civil Local Rule 79-5 and  
9 with any pertinent orders of the assigned District Judge and Magistrate Judge.

10 1.2. Good Cause Statement

11 In light of the nature of the claims and allegations in this case and the Parties'  
12 representations that discovery in this case will involve the production of confidential  
13 records, and in order to expedite the flow of information, to facilitate the prompt  
14 resolution of disputes over confidentiality of discovery materials, to adequately  
15 protect information the Parties are entitled to keep confidential, to ensure that the  
16 Parties are permitted reasonable necessary uses of such material in connection with  
17 this action, to address their handling of such material at the end of the litigation, and  
18 to serve the ends of justice, a protective order for such information is justified in this  
19 matter. The Parties shall not designate any information/documents as confidential  
20 without a good faith belief that such information/documents have been maintained in  
21 a confidential, non-public manner, and that there is good cause or a compelling  
22 reason why it should not be part of the public record of this case.

23 Specifically, the Parties anticipate the following type documents will be  
24 designated confidential and subject to a protective order:

- 25 (a) Medical records
- 26 (b) Mental health records
- 27 (c) Internal investigation files
- 28 (d) Personnel files and documents contained therein

1 (e) Documents containing personal information from non-Parties other than  
2 their names. I.e. addresses, phone numbers, birthdates, etc.

3 This list is not exhaustive.

4 2. DEFINITIONS

5 2.1 Action: The instant action: Estate of Cendejas, et al. v. County  
6 of Los Angeles, et al., CV 18-09560 GW (AFMx)

7 2.2 Challenging Party: a Party or Non-Party that challenges the  
8 designation of information or items under this Order.

9 2.3 “CONFIDENTIAL” Information or Items: information  
10 (regardless of how it is generated, stored or maintained) or tangible things that  
11 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified  
12 above in the Good Cause Statement.

13 2.4 Counsel: Outside Counsel of Record and House Counsel (as well  
14 as their support staff).

15 2.5 Designating Party: a Party or Non-Party that designates  
16 information or items that it produces in disclosures or in responses to discovery as  
17 “CONFIDENTIAL.”

18 2.6 Disclosure or Discovery Material: all items or information,  
19 regardless of the medium or manner in which it is generated, stored, or maintained  
20 (including, among other things, testimony, transcripts, and tangible things), that are  
21 produced or generated in disclosures or responses to discovery in this matter.

22 2.7 Expert: a person with specialized knowledge or experience in a  
23 matter pertinent to the litigation who has been retained by a Party or its counsel to  
24 serve as an expert witness or as a consultant in this Action.

25 2.8 House Counsel: attorneys who are employees of a party to this  
26 Action. House Counsel does not include Outside Counsel of Record or any other  
27 outside counsel.

28 2.9 Non-Party: any natural person, partnership, corporation,

1 association, or other legal entity not named as a Party to this action.

2           2.10 Outside Counsel of Record: attorneys who are not employees of  
3 a party to this Action but are retained to represent or advise a party to this Action  
4 and have appeared in this Action on behalf of that party or are affiliated with a law  
5 firm which has appeared on behalf of that party, and includes support staff.

6           2.11 Party: any party to this Action, including all of its officers,  
7 directors, employees, consultants, retained experts, and Outside Counsel of Record  
8 (and their support staffs).

9           2.12 Producing Party: a Party or Non-Party that produces Disclosure  
10 or Discovery Material in this Action.

11           2.13 Professional Vendors: persons or entities that provide litigation  
12 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
13 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
14 and their employees and subcontractors.

15           2.14 Protected Material: any Disclosure or Discovery Material that is  
16 designated as “CONFIDENTIAL.”

17           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
18 Material from a Producing Party.

### 19           3. SCOPE

20           The protections conferred by this Order cover not only Protected Material (as  
21 defined above), but also (1) any information copied or extracted from Protected  
22 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
23 and (3) any deposition testimony, conversations, or presentations by Parties or their  
24 Counsel that might reveal Protected Material, other than during a court hearing or at  
25 trial.

26           Any use of Protected Material during a court hearing or at trial shall be  
27 governed by the orders of the presiding judge. This Order does not govern the use  
28 of Protected Material during a court hearing or at trial.

1           4.     DURATION

2           Even after final disposition of this litigation, the confidentiality obligations  
3 imposed by this Order shall remain in effect until a Designating Party agrees  
4 otherwise in writing or a court order otherwise directs. Final disposition shall be  
5 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
6 or without prejudice; and (2) final judgment herein after the completion and  
7 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
8 including the time limits for filing any motions or applications for extension of time  
9 pursuant to applicable law.

10          5.     DESIGNATING PROTECTED MATERIAL

11               5.1   Exercise of Restraint and Care in Designating Material for  
12                       Protection.

13           Each Party or Non-Party that designates information or items for protection  
14 under this Order must take care to limit any such designation to specific material that  
15 qualifies under the appropriate standards. The Designating Party must designate for  
16 protection only those parts of material, documents, items, or oral or written  
17 communications that qualify so that other portions of the material, documents, items,  
18 or communications for which protection is not warranted are not swept unjustifiably  
19 within the ambit of this Order.

20           Mass, indiscriminate, or routinized designations are prohibited. Designations  
21 that are shown to be clearly unjustified or that have been made for an improper  
22 purpose (e.g., to unnecessarily encumber the case development process or to impose  
23 unnecessary expenses and burdens on other parties) may expose the Designating  
24 Party to sanctions.

25           If it comes to a Designating Party's attention that information or items that it  
26 designated for protection do not qualify for protection, that Designating Party must  
27 promptly notify all other Parties that it is withdrawing the inapplicable designation.

28               5.2   Manner and Timing of Designations.

1 Except as otherwise provided in this Order (see, e.g., second paragraph of  
2 Section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery  
3 Material that qualifies for protection under this Order must be clearly so designated  
4 before the material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic  
7 documents, but excluding transcripts of depositions), that the Producing Party affix  
8 at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL  
9 legend”), to each page that contains protected material. If only a portion or portions  
10 of the material on a page qualifies for protection, the Producing Party also must  
11 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
12 margins).

13 A Party or Non-Party that makes original documents available for inspection  
14 need not designate them for protection until after the inspecting Party has indicated  
15 which documents it would like copied and produced. During the inspection and  
16 before the designation, all of the material made available for inspection shall be  
17 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
18 documents it wants copied and produced, the Producing Party must determine which  
19 documents, or portions thereof, qualify for protection under this Order. Then, before  
20 producing the specified documents, the Producing Party must affix the  
21 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
22 portion or portions of the material on a page qualifies for protection, the Producing  
23 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
24 markings in the margins).

25 (b) for testimony given in depositions that the Designating Party  
26 identifies on the record, before the close of the deposition as protected testimony.

27 (c) for information produced in some form other than documentary and  
28 for any other tangible items, that the Producing Party affix in a prominent place on

1 the exterior of the container or containers in which the information is stored the  
2 legend “CONFIDENTIAL.” If only a portion or portions of the information warrants  
3 protection, the Producing Party, to the extent practicable, shall identify the protected  
4 portion(s).

5           5.3    Inadvertent Failures to Designate.

6           If timely corrected, an inadvertent failure to designate qualified information or  
7 items does not, standing alone, waive the Designating Party’s right to secure  
8 protection under this Order for such material. Upon timely correction of a  
9 designation, the Receiving Party must make reasonable efforts to assure that the  
10 material is treated in accordance with the provisions of this Order.

11           6.    CHALLENGING CONFIDENTIALITY DESIGNATIONS

12           6.1    Timing of Challenges. Any Party or Non-Party may challenge a  
13 designation of confidentiality at any time that is consistent with the Court’s  
14 Scheduling Order.

15           6.2    Meet and Confer. The Challenging Party shall initiate the dispute  
16 resolution process under Local Rule 37-1 et seq.

17           6.3    The burden of persuasion in any such challenge proceeding shall  
18                   be on the Designating Party.

19           Frivolous challenges, and those made for an improper purpose (e.g., to harass  
20 or impose unnecessary expenses and burdens on other parties) may expose the  
21 Challenging Party to sanctions. Unless the Designating Party has waived or  
22 withdrawn the confidentiality designation, all parties shall continue to afford the  
23 material in question the level of protection to which it is entitled under the Producing  
24 Party’s designation until the Court rules on the challenge.

25           7.    ACCESS TO AND USE OF PROTECTED MATERIAL

26           7.1    Basic Principles.

27           A Receiving Party may use Protected Material that is disclosed or produced  
28 by another Party or by a Non-Party in connection with this Action only for

1 prosecuting, defending, or attempting to settle this Action. Such Protected Material  
2 may be disclosed only to the categories of persons and under the conditions  
3 described in this Order. When the Action has been terminated, a Receiving Party  
4 must comply with the provisions of Section 13 below.

5 Protected Material must be stored and maintained by a Receiving Party at a  
6 location and in a secure manner that ensures that access is limited to the persons  
7 authorized under this Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items.

9 Unless otherwise ordered by the court or permitted in writing by the  
10 Designating Party, a Receiving Party may disclose any information or item  
11 designated “CONFIDENTIAL” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
13 well as employees of said Outside Counsel of Record to whom it is reasonably  
14 necessary to disclose the information for this Action;

15 (b) the officers, directors, and employees (including House Counsel) of  
16 the Receiving Party to whom disclosure is reasonably necessary for this Action;

17 (c) Experts (as defined in this Order) of the Receiving Party to whom  
18 disclosure is reasonably necessary for this Action and who have signed the  
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (d) the court and its personnel;

21 (e) court reporters and their staff;

22 (f) professional jury or trial consultants, mock jurors, and Professional  
23 Vendors to whom disclosure is reasonably necessary for this Action and who have  
24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (g) the author or recipient of a document containing the information or  
26 a custodian or other person who otherwise possessed or knew the information;

27 (h) during their depositions, witnesses, and attorneys for witnesses, in  
28 the Action to whom disclosure is reasonably necessary provided: (1) the deposing



1 party requests that the witness sign the “Acknowledgment and Agreement to Be  
2 Bound” form attached as Exhibit A hereto; and (2) they will not be permitted to keep  
3 any confidential information unless they sign the “Acknowledgment and Agreement  
4 to Be Bound” attached as Exhibit A, unless otherwise agreed by the Designating  
5 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits  
6 to depositions that reveal Protected Material may be separately bound by the court  
7 reporter and may not be disclosed to anyone except as permitted under this  
8 Protective Order; and

9 (i) any mediator or settlement officer, and their supporting personnel,  
10 mutually agreed upon by any of the parties engaged in settlement discussions.

11 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
12 PRODUCED IN OTHER LITIGATION.

13 If a Party is served with a subpoena or a court order issued in other litigation  
14 that compels disclosure of any information or items designated in this Action as  
15 “CONFIDENTIAL,” that Party must:

16 (a) promptly notify in writing the Designating Party. Such notification shall  
17 include a copy of the subpoena or court order unless prohibited by law;

18 (b) promptly notify in writing the party who caused the subpoena or order to  
19 issue in the other litigation that some or all of the material covered by the subpoena  
20 or order is subject to this Protective Order. Such notification shall include a copy of  
21 this Protective Order; and

22 (c) cooperate with respect to all reasonable procedures sought to be pursued  
23 by the Designating Party whose Protected Material may be affected.

24 If the Designating Party timely seeks a protective order, the Party served with  
25 the subpoena or court order shall not produce any information designated in this  
26 action as “CONFIDENTIAL” before a determination by the court from which the  
27 subpoena or order issued, unless the Party has obtained the Designating Party’s  
28 permission, or unless otherwise required by the law or court order. The Designating

1 Party shall bear the burden and expense of seeking protection in that court of its  
2 confidential material and nothing in these provisions should be construed as  
3 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
4 directive from another court.

5 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
6 PRODUCED IN THIS LITIGATION.

7 (a) The terms of this Order are applicable to information produced by a Non-  
8 Party in this Action and designated as "CONFIDENTIAL." Such information  
9 produced by Non-Parties in connection with this litigation is protected by the  
10 remedies and relief provided by this Order. Nothing in these provisions should be  
11 construed as prohibiting a Non-Party from seeking additional protections.

12 (b) In the event that a Party is required, by a valid discovery request, to  
13 produce a Non-Party's confidential information in its possession, and the Party is  
14 subject to an agreement with the Non-Party not to produce the Non-Party's  
15 confidential information, then the Party shall:

16 (1) promptly notify in writing the Requesting Party and the Non-Party  
17 that some or all of the information requested is subject to a confidentiality agreement  
18 with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the Protective Order  
20 in this Action, the relevant discovery request(s), and a reasonably specific  
21 description of the information requested; and

22 (3) make the information requested available for inspection by the  
23 Non-Party, if requested.

24 (c) If a Non-Party represented by counsel fails to commence the process  
25 called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the  
26 notice and accompanying information or fails contemporaneously to notify the  
27 Receiving Party that it has done so, the Receiving Party may produce the Non-  
28 Party's confidential information responsive to the discovery request. If an

1 unrepresented Non-Party fails to seek a protective order from this court within 14  
2 days of receiving the notice and accompanying information, the Receiving Party  
3 may produce the Non-Party's confidential information responsive to the discovery  
4 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
5 not produce any information in its possession or control that is subject to the  
6 confidentiality agreement with the Non-Party before a determination by the court  
7 unless otherwise required by the law or court order. Absent a court order to the  
8 contrary, the Non-Party shall bear the burden and expense of seeking protection in  
9 this court of its Protected Material.

10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
12 Protected Material to any person or in any circumstance not authorized under this  
13 Protective Order, the Receiving Party must immediately (a) notify in writing the  
14 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
15 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
16 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
17 request such person or persons to execute the "Acknowledgment and Agreement to  
18 Be Bound" that is attached hereto as Exhibit A.

19 11. INADVERTENT PRODUCTION OF PRIVILEGED OR  
20 OTHERWISE PROTECTED MATERIAL.

21 When a Producing Party gives notice to Receiving Parties that certain  
22 inadvertently produced material is subject to a claim of privilege or other protection,  
23 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
24 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
25 may be established in an e-discovery order that provides for production without prior  
26 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
27 parties reach an agreement on the effect of disclosure of a communication or  
28 information covered by the attorney-client privilege or work product protection, the

1 parties may incorporate their agreement into this Protective Order.

2 12. MISCELLANEOUS

3 12.1 Right to Further Relief. Nothing in this Order abridges the right  
4 of any person to seek its modification by the Court in the future.

5 12.2 Right to Assert Other Objections. No Party waives any right it  
6 otherwise would have to object to disclosing or producing any information or item  
7 on any ground not addressed in this Protective Order. Similarly, no Party waives  
8 any right to object on any ground to use in evidence of any of the material covered  
9 by this Protective Order.

10 12.3 Filing Protected Material. A Party that seeks to file under seal  
11 any Protected Material must comply with Civil Local Rule 79-5 and with any  
12 pertinent orders of the assigned District Judge and Magistrate Judge. If a Party's  
13 request to file Protected Material under seal is denied by the court, then the  
14 Receiving Party may file the information in the public record unless otherwise  
15 instructed by the court.

16 13. FINAL DISPOSITION.

17 After the final disposition of this Action, as defined in Section 4, within 60  
18 days of a written request by the Designating Party, each Receiving Party must return  
19 all Protected Material to the Producing Party or destroy such material. As used in  
20 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
21 summaries, and any other format reproducing or capturing any of the Protected  
22 Material. Whether the Protected Material is returned or destroyed, the Receiving  
23 Party must submit a written certification to the Producing Party (and, if not the same  
24 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
25 (by category, where appropriate) all the Protected Material that was returned or  
26 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
27 abstracts, compilations, summaries or any other format reproducing or capturing any  
28 of the Protected Material. Notwithstanding this provision, Counsel are entitled to

1 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
2 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
3 reports, attorney work product, and consultant and expert work product, even if such  
4 materials contain Protected Material. Any such archival copies that contain or  
5 constitute Protected Material remain subject to this Protective Order as set forth in  
6 Section 4.

7 14. Any violation of this Order may be punished by any and all appropriate  
8 measures including, without limitation, contempt proceedings and/or monetary  
9 sanctions.

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IT IS SO STIPULATED.

Dated: April 10, 2019

LAW OFFICES OF JORGE GONZALEZ

By: /s/ Jorge Gonzalez

Jorge Gonzalez  
Attorneys for Plaintiffs  
Estate of Ricardo Dimitri Cendejas,  
Ricardo Cendejas, Sr., Maria Teresa  
Penaloza, Maria Isabel Cendejas,  
V.C., and Y.C.

Dated: April 10, 2019

LAWRENCE BEACH ALLEN & CHOI, PC

By /s/ Emily B. Suhr

Emily B. Suhr  
  
Attorneys for Defendants  
County of Los Angeles and  
Juan Rodriguez

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 4/12/2019



Alexander F. MacKinnon  
United States Magistrate Judge

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EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Protective Order that was issued  
by the United States District Court for the Central District of California on  
\_\_\_\_\_ in the case of  
\_\_\_\_\_. I agree to comply with and to be  
bound by all the terms of this Protective Order and I understand and acknowledge  
that failure to so comply could expose me to sanctions and punishment in the  
nature of contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Protective Order to any person or entity  
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for the purpose of enforcing the terms  
of this Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_  
[print or type full name] of \_\_\_\_\_  
[print or type full address and telephone number] as my California agent for  
service of process in connection with this action or any proceedings related to  
enforcement of this Protective Order.

Date: \_\_\_\_\_  
City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_